

BILL NO. S-76-04- 57.

SPECIAL ORDINANCE NO. S- 99-76

AN ORDINANCE approving a contract with AMFED SERVICE CORPORATION for construction of a sanitary sewer to serve Pine Valley Country Club Subdivision, Eleventh Addition.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated April 21, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Amfed Service Corporation for construction of a sanitary sewer described as follows, to-wit:

Main No. 1

Beginning at an existing sanitary sewer manhole located $25\frac{1}{2}$ LF north of and $15\frac{1}{2}$ LF west of the southwest corner of Lot No. 620 of said addition; thence due north $925\frac{1}{2}$ LF along the west boundary of Lots No. 620 thru Lot No. 629 inclusive, terminating at a proposed cleanout located $5\frac{1}{2}$ LF north of and $3.5\frac{1}{2}$ LF east of the northwest corner of Lot No. 629 of said addition.

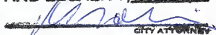
Lateral No. 2

Beginning at an existing sanitary sewer manhole located $35\frac{1}{2}$ LF north of and $7\frac{1}{2}$ LF west of the southeast corner of Lot No. 634 of said addition; thence due north $295\frac{1}{2}$ LF along the east property lines of Lot No. 634 and Lot No. 641 to a proposed manhole located $5\frac{1}{2}$ LF west of and $3.5\frac{1}{2}$ LF south of the northeast corner of said Lot No. 641; thence west $202\frac{1}{2}$ LF to a proposed manhole located $48\frac{1}{2}$ LF west of and $3.5\frac{1}{2}$ LF south of the northeast corner of Lot No. 643 of said addition; thence north $595\frac{1}{2}$ LF along the east property line of Lot No. 645 thru Lot No. 651 inclusive of said addition terminating at a proposed manhole located $1\frac{1}{2}$ LF north of and $3.5\frac{1}{2}$ LF west of the northeast corner of said Lot No. 651.

Lateral "A"

Beginning at a proposed manhole located $5\frac{1}{2}$ LF west of and $3.5\frac{1}{2}$ LF south of the northeast corner of Lot No. 641; thence easterly $120\frac{1}{2}$ LF terminating at a proposed manhole located $33\frac{1}{2}$ LF east of and $2\frac{1}{2}$ LF south of the northwest corner of Lot No. 639 of said addition.

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

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4 Lateral "B"

5 Beginning at an existing manhole located 48 $\frac{1}{2}$ LF
6 west of and 3.5 $\frac{1}{2}$ LF south of the northeast corner
7 of Lot No. 643 of said addition; thence westerly
8 50 $\frac{1}{2}$ LF terminating at a proposed cleanout located
9 15 $\frac{1}{2}$ LF west of and 31 $\frac{1}{2}$ LF south of the northwest
10 corner of said Lot No. 643,

11 of which the developer shall pay the entire cost and expense
12 of the construction of said sewer and shall hold the City
13 harmless from any liability for claims connected therewith,
14 all as more particularly set forth in said contract which is
15 on file in the Office of the Board of Public Works and is
16 by reference incorporated herein, made a part hereof and
17 is hereby in all things ratified, confirmed and approved.

18 SECTION 2. This Ordinance shall be in full force
19 and effect from and after its passage and approval by the
20 Mayor.

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38 Councilman

Read the first time in full and in motion by W. Schmidt seconded by Burns, and duly adopted: read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 4-27-76 Charles W. Titlow
CITY CLERK

Read the third time in full and on motion by Moses seconded by Hinga, and duly adopted, placed on its passage. Passed (YES) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VOTE
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-11-76 Charles W. Titlow
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution), No. 299-76 on the 11th day of May, 1976.

WITNESSED: (SEAL) James Stier
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of May, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Titlow CITY CLERK
Improved and signed by me this 13th day of May, 1976, at the hour of 6:00 o'clock P. M., E.S.T.
Rahel Armstrong MAYOR

Bill No. S-76-04-57

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with AMFED SERVICE CORPORATION for construction of a

sanitary sewer to serve Pine Valley Country Club Subdivision, Eleventh

Addition

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses Jr.

D. Schmidt

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

DATE 5/11/76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

A G R E E M E N T.
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 21 day of April, 1976,
by and between AMFED SERVICE CORPORATION, hereinafter referred to as
"Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation,
hereinafter referred to as "City",
W I T N E S S E T H:

WHEREAS, the Developer desires to construct a sanitary sewer described as
follows:

Main No. 1

Beginning at an existing sanitary sewer manhole located 25± LF north of and 15± LF west of the southwest corner of Lot No. 620 of said addition, thence due north 925± LF along the west boundary of Lots No. 620 thru Lot No. 629 inclusive, terminating at a proposed cleanout located 5± LF north of and 3.5± LF east of the northwest corner of Lot No. 629 of said addition.

Lateral No. 2

Beginning at an existing sanitary sewer manhole located 35± LF north of and 7± LF west of the southeast corner of Lot No. 634 of said addition, thence due north 295± LF along the east property lines of Lot No. 634 and Lot No. 641 to a proposed manhole located 5± LF west of and 3.5± LF south of the northeast corner of said Lot No. 641, thence west 202± LF to a proposed manhole located 48± LF west of and 3.5± LF south of the northeast corner of Lot No. 643 of said addition, thence north 595± LF along the east property line of Lot No. 645 thru Lot No. 651 inclusive of said addition terminating at a proposed manhole located 1± LF north of and 3.5± LF west of the northeast corner of said Lot No. 651.

Lateral "A"

Beginning at a proposed manhole located 5± LF west of and 3.5± LF south of the northeast corner of Lot No. 641, thence easterly 120± LF terminating at a proposed manhole located 33± LF east of and 2± LF south of the northwest corner of Lot No. 639 of said addition.

Lateral "B"

Beginning at an existing manhole located 48± LF west of and 3.5± LF south of the northeast corner of Lot No. 643 of said addition, thence westerly 50± LF terminating at a proposed cleanout located 15± LF west of and 315± LF south of the northwest corner of said Lot No. 643.

said sewer shall be 8 and 10 inches in diameter in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as PINE VALLEY COUNTRY CLUB SUBDIVISION, ELEVENTH ADDITION, which plans, specifications and profiles are by reference incorporated herein and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until payment of all connection fees and final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service

charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the City will serve the following described real estate:

A parcel of land located in the southwest one-quarter of Section 27, Township 32 North, Range 12 East, Allen County, Indiana more particularly described as follows, to wit:

Beginning at the Northwest corner of Lot # 247 in Pine Valley Country Club, third addition; thence due North a distance of 925.0 feet; thence due East a distance of 325.0 feet; thence due South a distance of 595.0 feet; thence due East a distance of 205.0 feet; thence North 74°-28' East a distance of 84.0 feet; thence South 85°-48' East a distance of 115.37 feet, thence South 48°-48' East a distance of 200.00 feet to the Northwesterly line of Pine Valley Country Club, First Addition, and the common corner of Lot # 173 and # 177; thence South 37°-05'-30" West along the Northwesterly line of Pine Valley Country Club, First Addition, and Lot # 177 a distance of 193.75 feet to the Northeast corner of Pine Valley Country Club, Third Addition; thence South 83°-17'-48" West along the North line of said Third Addition a distance of 50.20 feet; thence South 78°-57'-48" West along said North line a distance of 217.5 feet; thence North 87°-30' West along said North line a distance of 175.0 feet; thence North 89°-40' West along said North line a distance of 318.35 feet to the point of beginning, containing 10.476 acres of land more or less.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA

An area connection charge of \$475.00 per acre must be paid to City at the time of connection. This area connection charge represents the oversizing cost expended by City for sewer line in providing service to Pine Valley Country Club Subdivision, Eleventh Addition; said sewer being the St. Joe Interceptor.

5. BOND

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its descretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring of conveying any interest or title in and to any of the real estate described in Article herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any instrument from the Developer, his successors and assigns by an grantee, vendee, or contract pruchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract pruchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to the Agreement the provisions of Sections 16, 17, and 18 and Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respect subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:

AMFED SERVICE CORPORATION

By: Roger G. Steup
Roger A. Steup, President

CITY OF FORT WAYNE, INDIANA

By: Robert E. Armstrong
Robert E. Armstrong, Mayor

ATTEST:

Bessie Miller
Clerk

Approved as to form and legality:

Philip R. Boller
City Attorney

BOARD OF PUBLIC WORKS

By: Henry P. Winkler

By: Edna H. Patton

By: May G. Scott

This instrument prepared by Phillip R. Boller, Chief Water Pollution Control Engineer.

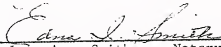
STATE OF INDIANA

SS:

COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor, Henry P. Wehrenberg, Chairman of the Board of Public Works, Ethel H. LaMar and Max G. Scott, Members of the Board of Public Works; Ursula Miller, Clerk of the Board of Public Works; and Larry Burke Associated City Attorney, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their volutary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, the 21 day of April, 1976.


~~Charles Anna Smith~~

Notary Public

My Commission Expires:

October 13, 1976

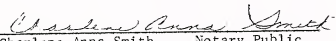
STATE OF INDIANA

SS:

COUNTY OF ALLEN

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roger A. Steup, who acknowledged the execution of the foregoing Agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, the 5th day of April, 1976.


Charlene Anna Smith

Notary Public

My Commission Expires:

July 11, 1978

TITLE OF ORDINANCE SPECIAL ORDINANCE - Sewer Extension Agreement-Pine Valley, Sec. 11

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-76 04-57

SYNOPSIS OF ORDINANCE Sewer Extension Agreement provides for sanitary sewer
construction to serve Pine Valley Country Club Subdivision, Eleventh Addition.

All costs, including engineering and inspection, shall be paid by the
Developer, Amfed Service Corporation.

An area connection charge will be paid to the City at the time of connection.
Said charge of \$475.00 per acre represents a reimbursement for oversizing cost
expended on the St. Joe Interceptor Sewer.

EFFECT OF PASSAGE Sanitary sewer service to customers outside city limits
Sewage revenue to city

EFFECT OF NON-PASSAGE Failure to provide services where possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) No City cost -

ASSIGNED TO COMMITTEE

Public Wks Jst.